

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 25 day of February in the year of our Lord  
Nineteen hundred sixteen, between M. P. Howe and Luetta E. Howe,  
his wife of Clinton in the County of  
Douglas and State of Kansas, of the first part, and

John F. Johnson and Elmer J. Johnson of the second part:

WITNESSETH, That the said part one of the first part, in consideration of the sum of  
Nineteen hundred (1900-00) DOLLARS,  
 to them duly paid, the receipt of which is hereby acknowledged, have ex sold, and by these presents do grant, bargain,  
 sell and mortgage to the said part two of the second part their heirs and assigns, forever, all that tract or parcel of land

situated in the County of Douglas, and State of Kansas, described as follows, to wit:  
Tract half (1/2) of the Southwest quarter (1/4) of Section Twenty  
two (22) in Township No. Thirteen (13) South of Range No. Eighteen  
(18) East of the Sixth Principal Meridian, Kansas, Less Ten (10)  
acres in the Southwest corner thereof.

with all the appurtenances, and all the estate, title and interest of the said part one of the first part therein. And the said  
M. P. Howe and Luetta Howe, his wife  
 do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted,  
 and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of  
Nineteen hundred Dollars  
 according to the terms of one certain promissory note this day executed  
 and delivered by the said M. P. Howe and Luetta Howe to the said part two of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof,  
 or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount  
 shall become due and payable, and it shall be lawful for the said part two of the second part, their executors, administra-  
 tors and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all  
 the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such  
 sales, and the overplus, if any there be, shall be paid by the part one making such sale, on demand, to said  
M. P. Howe and Luetta E. Howe, their heirs and assigns.

IN WITNESS WHEREOF, The said part one of the first part have here hereunto set their hand S. and seal  
 the day and year first above written.

Signed, Sealed and Delivered in presence of

M. P. Howe (SEAL)  
Luetta E. Howe (SEAL)  
 (SEAL)

384 Rev.  
 stamp

STATE OF KANSAS,  
Douglas County }

BE IT REMEMBERED, That on this 25th day of February A. D. 1916, before me,  
John W. Clark a Notary Public in and for said County and State, came  
M. P. Howe and Luetta E. Howe, his wife  
 to me personally known to be

the same person S. who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year  
 last above written.

My Commission Expires July 26th 1917 John W. Clark Notary Public.

Filed for Record the 29th day of June A. D. 1916 at 3:00 o'clock P. M.  
Floyd L. Lawrence Register of Deeds.  
Geo. B. Watzel Deputy.

This mortgage is subject to the mortgage of \$1000.00 to M. P. Howe, dated February 10, 1916.

Recorded in Mort. 27th 1916  
 Floyd L. Lawrence  
 Geo. B. Watzel

The following is endorsed on the original instrument:  
 This note herein described having been paid in full, this mortgage is hereby